

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
EL PASO DIVISION

THE UNITED STATES OF AMERICA,
Plaintiff,

v.

0.4685 ACRES OF LAND, MORE OR LESS,
SITUATE IN EL PASO COUNTY,
STATE OF TEXAS; AND
0.1858 ACRES OF LAND, MORE OR LESS,
SITUATE IN EL PASO COUNTY STATE OF
TEXAS; AND
0.2387 ACRES OF LAND, MORE OR LESS,
SITUATE IN EL PASO COUNTY STATE OF
TEXAS; AND
0.4290 ACRES OF LAND, MORE OR LESS,
SITUATE IN EL PASO COUNTY, STATE OF
TEXAS; AND
0.586 ACRES OF LAND, MORE OR LESS,
SITUATE IN EL PASO COUNTY, STATE OF
TEXAS; AND
0.5289 ACRES OF LAND, MORE OR LESS,
SITUATE IN EL PASO COUNTY, STATE OF
TEXAS; AND
0.4958 ACRES OF LAND, MORE OR LESS,
SITUATE IN EL PASO COUNTY, STATE OF
TEXAS; AND
0.4257 ACRES OF LAND, MORE OR LESS,
SITUATE IN EL PASO COUNTY, STATE OF
TEXAS; AND
0.3003 ACRES OF LAND, MORE OR LESS,
SITUATE IN EL PASO COUNTY, STATE OF
TEXAS; AND
THE EL PASO COUNTY WATER
IMPROVEMENT DISTRICT NO. 1,
Defendants.

Civil No. EP-14-CV-00298-DCG

**FINAL JUDGMENT AND ORDER
OF DISTRIBUTION AS TO JUST COMPENSATION FOR
EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1**

Pursuant to the Stipulation of Just Compensation by and between Plaintiff UNITED

STATES OF AMERICA and Defendant EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1 (“EPCWID”), which the Court accepts and approves, **IT IS HEREBY ORDERED AND ADJUDGED** that:

1. The full and just compensation payable by the Plaintiff to Defendant EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1 for the taking of the stated interests in the property identified in the Declarations of Taking filed herein on August 7, 2014 (Docket No. 1-1, 1-2 and 1-3), Declaration of Taking filed herein on October 30, 2014 (Docket No. 12-1); Declaration of Taking filed herein on June 17, 2015 (Docket No. 20-1); Declaration of Taking filed herein on September 9, 2015 (Docket No. 27-1); Declaration of Taking filed herein on December 10, 2015 (Docket No. 35-1); Declaration of Taking filed herein on April 26, 2016 (Docket No. 44-1) and Declaration of Taking filed herein on February 2, 2017 (Docket No. 57-1), collectively referred to as “Subject Property” as well as any areas adjacent to the property for the construction of the border fence to the date of this judgment but outside the legal descriptions of the Declarations of Taking shall be the amounts currently on deposit in the Court registry¹, which sum shall be all inclusive. The Parties have stipulated that in addition to the amounts deposited by the United States EPCWID has and will receive substantial economic benefit from its use of the crossings constructed by the United States along with the obligation of the United States to maintain, construct, and repair the crossings and the surrounding roads utilized by the United States. The Parties have agreed that these benefits were factored into the compensation payable to ECPWID.

2. Judgment is hereby entered against the UNITED STATES OF AMERICA for \$7,000.00 and in favor of EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1.

¹ The amount on deposit is \$7,000.00, which is the stipulated amount of just compensation.

3. At the time this instant action was filed, Plaintiff deposited money into the Court registry, (Doc. No. 4), and as each tract was added through an amended complaint, additional amounts were deposited into the Court registry. (*See* Doc. Nos. 14, 23, 30, 39, 48 and 63). Upon deposit of these sums into the Court registry, title to the property vested in the United States of America by operation of law as described in the complaint and amended complaints to the extent set forth in the Declarations of Taking filed herein.

4. Said sum along with any interest earned thereon, less the applicable registry fee, shall be subject to all liens, encumbrances, and charges of whatever nature existing against the Subject Property at the time of vesting of title thereto, if any, in the United States of America and all such liens, encumbrances and charges of whatever nature shall be payable and deductible from said sum, if any.

6. Said sum along with any interest earned thereon, less the applicable registry fee, shall be full and just compensation and in full satisfaction of any and all claims of whatever nature against Plaintiff UNITED STATES OF AMERICA by reason of the institution and prosecution of this action, the taking of the Subject Property and all appurtenances thereunto belonging, and the construction of the border fence, for property damage related to the construction of the border fence, and for reduced access to any irrigation structures or the IBWC levee. Said sum, along with the additional benefits conferred on EPCWID as agreed to by the Parties, fully compensates EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1 for any and all property interests acquired during this action. Nothing contained in the Stipulation between the Parties shall interfere with Defendant's operation or maintenance of its irrigation systems.

7. The Defendant, EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1, has asserted that on the date of taking it was the owner of the Subject Property pursuant to a

Deed Without Warranty recorded on January 22, 1996 as document No. 9600412 in Book 3002, Pages 1025 – 1451 in the Official Records of El Paso County, Texas; that it has the exclusive right to the compensation herein; and that no other party is entitled to the same or any part thereof by reason of any unrecorded agreement.

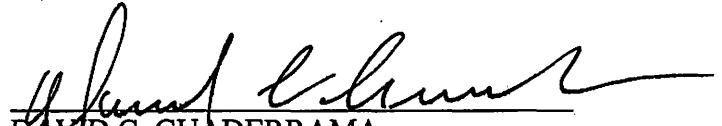
8. In the event that any other party is ultimately determined by a court of competent jurisdiction to have any right to receive compensation for the Subject Property, the Defendant, EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1, shall refund into the Registry of the Court the compensation distributed herein, or such part thereof as the court may direct, with interest thereon at an annual rate of equal to the weekly average 1-year constant maturity Treasury ~~yield~~^{yield}, as published by the Board of Governors of the Federal Reserve System, calculated in accordance with the provisions of Public building Property and Works, 40 U.S.C. § 3116 (2006), from the date of judgment as to the Defendant to the date of repayment into the Registry of the Court.

9. The parties shall be responsible for their own legal fees, costs, and expenses, including attorney fees, consultant fees, and any other expenses or costs.

10. The signatory parties shall take no appeal from any rulings or judgment made by the Court in this action, and the parties consent to the entry of all orders and judgments necessary to effectuate this settlement.

11. The Court further **ORDERS** that as soon as the business of the office allows, the Clerk of the Court shall disburse the monies heretofore deposited into the Registry of the Court under Cause No. EP-14-CV-00298 in a check payable to EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1, Attention: Jesus Reyes, General Manager, P.O. Box 749, Clint, Texas 79836.

SIGNED and ENTERED this 5 day of May, 2017.



DAVID C. GUADERRAMA
UNITED STATES DISTRICT JUDGE